

CONTRACT PERIOD THROUGH JULY 31, 2003

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **FIRE ALARM SYSTEMS MAINTENANCE AND REPAIR**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **July 26, 2000**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SD/lc
Attach

Copy to: Clerk of the Board
Monica Mendoza, Materials Management
Steve Varscsak, Facilities Management

(Please remove Serial 95260-SC from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **FIRE ALARM SYSTEMS MAINTENANCE
AND REPAIR**

1.0 **INTENT:**

The intent of this Invitation For Bids is to establish a contract for Fire Alarm Systems Testing/Maintenance providing a comprehensive preventive maintenance, periodic testing and inspection, and basic repair program for the Maricopa County Facilities Management Department at various County owned buildings.

2.0 **TECHNICAL SPECIFICATIONS:**

- 2.1 This service contract is for the fire alarm side of the building fire protection system. The fire suppression and extinguisher systems side will be covered under a separate contract.
- 2.2 The Contractor shall perform all fire alarm testing of a periodic nature as required by NFPA codes. Contractor shall inspect and test all fire alarm systems to ensure the proper, efficient, reliable, and safe performance of all equipment.
- 2.3 The Contractor shall provide all material and labor necessary to maintain the fire alarm systems. Maintenance to include all labor and parts to keep the system operational with the exception of vandalism or accidental breakage by the County. Service calls shall be no charge and parts replaced due to normal wear and tear shall be at no cost. Billable service calls as outlined in §3.2, are outside of these parameters shall be billed parts and labor. Contractor shall provide all labor, supervision, parts, tools, equipment, transportation, and all effort necessary to perform said services in accordance with all National Fire Protection Association (NFPA) codes and standards and the specifications herein.
- 2.4 All systems shall be scheduled for test as specified in Attachment A, PRICING.
- 2.5 Service shall be made available to the County 365 days per year, 24 hours per day. New installation, if requested, shall be performed at regular County hours, unless specified otherwise.

Response time on-site shall be four (4) hours after Contractor receives request from FMD for normal business hour service (8:00 AM – 5:00 PM), and two (2) hour respond on-site for calls AFTER HOURS. There shall also be a two (2) hour on-site response for any call during business hours if requested as “EMERGENCY.”

The Contractor shall be required to provide the County a twenty-four (24) hour toll free access to their staff via any communications system they choose. A technician shall be assigned to the downtown area (**downtown Phoenix complex**) of Phoenix area full-time during normal business hours, and have a 20-minute on-site response time.

- 2.6 Items of equipment and material considered to be part of the fire alarm system and included in the maintenance program are, but not limited to: alarm annunciators, heat detectors, combustion detectors, signal devices, door holders (magnetic release of doors), door closures, drop doors, whan doors, batteries, smoke removal systems and dampers, illuminating devices, flow switches, manual pull stations, alarm control panels and associated circuit boards, fire phones and jacks, air handler shutdown, and any other fire alarm system equipment attached and controlled by a fire alarm system not specifically mentioned herein including wiring. Additionally, labor and parts to repair window/doors with fire alarm compatibility located in detention facilities.

The above window/door reference shall not be restrictive, and may also include a hatchway, portal, gate, or facsimile thereof. For further definition, anything that is life safety related, or put into alarm state by heat or smoke, or releasing devices of fire doors, shall be considered part of the fire alarm system.

Mechanical portions of HVAC systems shall be billable to the County.

All systems at time of award will be operational. If not, contractor not liable and all work to make operational is billable to the County.

2.7 Modifications To The Fire Alarm System:

The Contractor may propose modifications to a fire alarm system, which the County must approve and accept. All modification recommendations are to be in writing. Correspondence must reference the contract serial number and name. The cost of any modifications shall be incurred by the County.

2.8 Service Calls And Inspection Frequency:

2.8.1 Contractor shall have locally available competently trained personnel and shall provide unlimited emergency call service with a response time as listed in §2.5, seven (7) days a week, twenty-four (24) hours a day, including holidays.

2.8.2 All tests shall be a part of FMD's Master Schedule. The Contractor shall confirm these test dates to designated Facilities Automation Specialist staff seven (7) days prior to the test. Tests that are disruptive to normal utilization of the building system such as elevators, alarm sounding, etc., shall be performed on weekends or during off hours on workdays. The County may exercise the option of witnessing these tests.

2.8.3 Detailed documentation of inspections (inspection reports) shall be completed following each test. The testing report should list each device on a point by point basis. Copies of this testing report would be made a part of the proposal. Proposers submitting a proposal on group 1 must submit a clean copy of inspection report forms used by their company. Reports MUST be submitted to the County the following week after test. Failure of Contractor to provide the report in a timely manner will result in payment withholding until report is received

2.9 The Contractor's technical staff must be thoroughly trained on fire alarm systems repair and maintenance. Copies of employee certification for completion of acceptable training on fire alarm systems must accompany the bid package.

2.10 Work Schedules:

2.10.1 All inspections, tests, cleaning, routine repairing and other preventative maintenance activities shall be performed in accordance with schedules required by the County.

2.10.2 The Contractor shall perform all fire alarm system testing periodically as required by appropriate NFPA codes. The Contractor shall inspect and test all fire alarm systems to ensure the proper efficiency, reliability, and the safe performance of all equipment. Work shall be in accordance with NFPA codes, equipment manufacturer's recommendations, and the specifications herein.

~~2.10.3 All tests shall be a part of FMD's Master Schedule. The Contractor shall confirm these test dates to designated Facilities Automation Specialist staff seven (7) days prior to the test. Tests that are disruptive to normal utilization of the building system such as elevators, alarm sounding, etc., shall be performed on weekends or during off hours on workdays. The County may exercise the option of witnessing these tests.~~

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2.10.5 Routine maintenance inspection shall be made during regular working hours unless specifically requested by the Facilities Automation Specialist staff member, or as specified elsewhere in this contract.

2.10.6 Fire alarm testing for the sites listed below shall not occur during normal business hours and therefore be accomplished between the hours of 6:00 PM and 12:00 MIDNIGHT, Monday through

Friday. All inspections and testing will be scheduled by the Facilities Automation Specialist staff member. This to include the following buildings:

East Court Building
West Court Building
Central Court Building
Southeast Regional Center
Southeast Juvenile Center

2.11 Stock Of Replacement Parts And Materials:

The Contractor shall maintain an adequate stock of commonly used replacement parts and materials to assure the level of response specified. All parts shall be original equipment manufacturer (OEM).

The County understands that no one contractor can possibly supply all parts to all of the various fire panel systems that are currently installed throughout the County. As such, at a minimum, the Contractor must commit to providing all effort necessary in obtaining parts for the County.

2.12 Training:

The Contractor shall be required, on an as needed basis, provide technical expertise training for fire alarm systems to County staff. These training sessions will be on-request by FMD staff. The training requested may be for old or new technology. The training will be held at a County facility, or if deemed necessary, the Contractor's facility. Training aids (i.e., service manuals, mock-up equipment; etc.) shall be provided by the Contractor. Service manuals may be purchased by the County under a separate purchase order. The Contractor shall be given advance notice to prepare, research, and schedule staff in order to provide an adequate presentation. The cost of this service will be line item priced in the pricing section of the contract. Technical training shall be performed during regular business hours. On special occasions, after hours or weekends may be required. This also will be line item priced.

2.13 Fire Alarm Systems Replacement and New Installations:

The County may require either the replacement of an existing fire alarm system, or the installation of a new system on a building that has none, or an upgrade to an existing system. At the County's option, the County may submit a scope of work to the Contractor and request a cost estimate.

2.14 The following buildings (as of this writing) are currently being upgraded with newer technological fire alarm panels --or-- are having a complete new fire alarm system installed --or-- are scheduled for upgrades and work has not yet started. Therefore, shall be under warranty by the installer for one year after acceptance by the County. Some buildings, because of multi-story, will be upgraded in phases (floor 1, then floor 2, etc.), and thus have different warranty expirations:

Central Court Building – **Evac systems is currently inoperable**
East Court Building
Supervisors Auditorium
Materials Management – **Complete IFC-2020**
S.E. Public Facility – **Complete IFC-2020**
Clerk of Court Records – **Complete IFC-2020**
Main Jail
Madison Street Jail

2.15 Clarification of vandalism, accidental damage, and normal wear and tear:

- (a) Repairs required because of negligence, accident, abuse, or misuse of the equipment by anyone other than the Contractor.

Any damage caused by the Contractor, Contractor's employees, subcontractors, or servants/agents, shall be the responsibility of the Contractor to repair or replace damaged items.

- (b) Maintenance and/or repairs required as a result of damage due to fire, water, floods, storm, explosion, burglary, vandalism, accident, abuse, strikes, inclement weather, or of public enemy, war, riots, civil commotion, or any similar cause.
 - (c) Normal wear and tear shall be defined as the normal life cycle and subsequent deterioration of any individual component or complete assembly. Something that is not abused, misused, or damage by the County but simply wears out.
- 2.16 The Facilities Management Department's Life Safety staff or his authorized representative shall decide all questions which may arise as to the quality and acceptability of any work performed under this contract. Contractual issues not resolved between the Contractor and FMD staff will be addressed to the FMD Contract Administrator, in writing. All correspondence must reference the contract serial number and name.
- 2.17 Scheduling With The Fire Extinguisher Contractor:
- The Contractor(s) assigned to this contract must provide all effort necessary to work in partnership, not only with the County, but with the contractor responsible for the fire extinguisher side. When alarm testing is scheduled, FMD will coordinate also with the fire extinguisher contractor. Once a schedule is agreed on, each must provide their element of professionalism in carrying out this commitment.
- 2.18 **Software for system operational shall be the responsible of the contract vendor to coordinate with software. Systems changes for software will be paid for by the County. Systems changes for software will be paid for by the County.**
- 2.19 **INVOICING:**
- Invoices must be billed to the County agency making the request.**
- Contractor is warned that a purchase order number must be obtained from the requesting agency prior to commencement of work.**
- All invoicing MUST include: Purchase order number; Terms as bid; contract serial number; Job site name and address; Description of work performed; Cost per site, Grand total of invoice. Contractor may submit one invoice with total of all sites providing a separate attachment of site name, address, and monthly cost is included.**
- Invoicing that does not have all the required information as listed above, will be sent back for corrections, delaying payment to the Contractor.**
- Time and materials billings must delineate parts cost, itemized description, labor rate, number of hours, total hours, grand total**
- 2.20 **TAX:**
- No tax shall be levied against labor. Bid pricing to include all labor, overhead, tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and include the same in bid price.**

3.0 **SPECIAL TERMS & CONDITIONS:**

- 3.1 The Contractor must have a valid and current State of Arizona Registrar of Contractors license ~~#L-16 for Fire Protection Systems, and~~ #L-67 license for Low Voltage Communications Systems. Proof of such must accompany bid package.
- 3.2 Vandalism, damage caused by the County, or items not covered under the full maintenance program shall be billed to the County. Labor rates for billable work shall be based on a 25-mile radius with FMD as the center. Services outside the 25-mile radius will be allowed a special rate as bid in the PRICING section. Trip charges are not allowed.

- 3.3 The Contractor shall carry on the operation of maintenance and repair in such a manner that does not damage County property. In the event damage occurs to Maricopa County property or any adjacent property by reason of any service operations performed under this contract, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from the monies due the Contractor

3.4 Required Submittals:

3.4.1 Copies of employee certification of acceptable training on fire alarm systems (§2.9).

3.4.2 Copy of inspection report forms (§2.10.4).

3.4.3 ~~Copy of #L-16 and #L-67~~ State of Arizona Registrar of Contractors license.

3.5 CONTRACT LENGTH:

This Invitation For Bids is for awarding a firm, fixed price purchasing contract to cover a THREE (3) year period.

3.6 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of TWO (2), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.7 INDEMNIFICATION AND INSURANCE

3.7.1 INDEMNIFICATION

To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes, the **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONTRACTOR**, anyone **CONTRACTOR**

directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the **COUNTY**.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

3.8 INSURANCE REQUIREMENTS

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **COUNTY**, constitute a material breach of this Contract.

The **CONTRACTOR'S** insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self-insurance maintained by the **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **COUNTY**.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **COUNTY** under such policies. The **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and the **COUNTY**, at its option, may require the **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The **COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of the **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.8.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for **CONTRACTOR'S** operations and products and completed operations.

If the **CONTRACTOR** subcontracts any part of the work, services or operations awarded to the **CONTRACTOR**, he shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the **CONTRACTOR'S** work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the **CONTRACTOR'S** Commercial General Liability insurance.

3.8.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.8.3 Workers' Compensation. The **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONTRACTOR**.

3.9 CERTIFICATES OF INSURANCE

Prior to commencing work or services under this Contract, **CONTRACTOR** shall furnish the **COUNTY** with Certificates of Insurance, or formal endorsements as required by the Contract, issued by **CONTRACTOR'S** insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **COUNTY** fifteen (15) days prior to the expiration date.

3.10 CANCELLATION AND EXPIRATION NOTICE:

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **COUNTY**.

3.11 REQUIREMENT OF CONTRACT BONDS:

Concurrently with the submittal of the Contract, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the Contract to the Contractor.

- (A) A Performance Bond in an amount equal to the full Contract amount conditioned upon the faithful performance of the Contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Contract.
- (B) A Payment Bond in an amount equal to the full Contract amount solely for the protection of claimants supplying labor or materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such contract.

Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

Each such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

3.12 TERMS AND PAYMENT:

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.13 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

3.14 TRAINING:

The successful Bidder shall provide a minimum of 16 hours PER YEAR to completely train County personnel in the use and care of the equipment.

3.15 TECHNICAL AND DESCRIPTIVE LITERATURE:

Bidder(s) must include complete manufacturer's technical and descriptive literature regarding the material they propose to provide. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the bid being rejected.

3.16 ADDITIONAL PRICING:

Bidders are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in this Invitation For Bids. Pricing offered should be noted on the pricing pages of the Bidder response in the format requested. ONE set of catalogs/pricing documents shall accompany any additional pricing offered.

3.17 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card or other procurement card that may be used by the County from time to time, to place and make payment for orders under this Contract. Bidders without this capability may be considered non-responsive and not eligible for award consideration.

3.18 PROMPT PAYMENT DISCOUNT:

Maricopa County, through its "Purchase Card Process" has initiated changes that are intended to both improve and expedite the purchasing and payment process. In light of these efforts, Bidders are strongly encouraged to offer Maricopa County prompt payment discounts for this service and take into consideration receipt of payment with seventy-two (72) hours from time of payment processing. Discounts offered will be considered in the evaluation price analysis process.

3.19 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Proposers without this capability may be considered non-responsive and not eligible for award consideration.

Purchase Card Clarification.

Maricopa County's Bank of America Purchase Card program is based on the MasterCard charge card. There is no charge from Maricopa County for the program, any costs or charges to the vendor or contractor will be based on the transaction dollar amount and is from the Vendors/contractors servicing Bank. The vendor/contractor should contact their bank to arrange for the acceptance and information concerning any charges to use this program.

The advantages of accepting the purchase card for payment are as follows.

1. The bank pays the vendor/contractor in 48 to 72 hours versus 30 days from Maricopa County.
2. The vendor/contractor does not have to invoice Maricopa County.
3. The vendor/contractor does not have to carry that transaction in their account receivable.

Maricopa County offers this opportunity only to vendors/contractors that are not 1099 reportable to the Internal Revenue Service. Maricopa County will be asking those vendors/contractors that are offered this opportunity to give the County a prompt payment discount.

3.20 INQUIRIES:

All inquiries concerning information contained herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 WEST LINCOLN
PHOENIX AZ 85003

Administrative telephone inquiries shall be addressed to:

STEVE DAHLE, SENIOR PROCUREMENT SPECIALIST – (602) 506-3450

Technical Telephone inquiries shall be addressed to:

STEVE VARSACK, FMD (602) 506-8198

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.21 PRE-BID CONFERENCE:

THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON MAY 17, 2000, 9:00 AM AT THE MARICOPA COUNTY FACILITIES MANAGEMENT DEPARTMENT, 401 W. JEFFERSON ST., PHOENIX, AZ 85003

4.0 **CONTRACT TERMS AND CONDITIONS:**

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee that any purchases will be made.

It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

4.2 ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.4 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the Contractor has failed to remedy the problem after being forewarned.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 APPROPRIATION CONTINGENCY:

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

4.7 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture contract or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

4.9 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.10 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.11 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.12 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.13 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

4.14 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and the using Agency (ies) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

4.15 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

4.16 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.17 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.18 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to this Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.19 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

4.20 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or Subcontractors.

4.21 GUARANTEE:

The materials and supplies called herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

4.22 DELIVERY:

It shall be the Contractor responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

4.23 PRICE REDUCTIONS:

By submitting a bid in response to this solicitation, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, **SIMILAR PRICES MUST BE EXTENDED TO MARICOPA COUNTY** If a notification IS not made of said price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

4.23.1 Cancel the Contract, if it is currently in effect.

4.23.2 Determine the amount which the County was overcharged and submit a request for payment from the Contractor for that amount.

4.23.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

4.24 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.25 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

4.26 PROCUREMENT CARD CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card to place and make payment for orders under this Contract. Bidders without these capabilities maybe considered non-responsive and not eligible for award consideration.

SIEMENS BUILDING TECHNOLOGIES, 2330 W UNIVERSITY SUITE 10, TEMPE AZ 85281

6.0 PRICING:

S073809 / B0602719

COMPANY WEB SITE:

COMPANY CONTACT (REP):

Jonathan Walker Mike Collins

E-MAIL ADDRESS (REP):

jonathan.walker mike.collins@sbt.siemens.com

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

FIRE ALARM SYSTEMS, FULL MAINTENANCE SERVICE WITH SCHEDULED PREVENTIVE MAINTENANCE INSPECTIONS PER SPECIFICATIONS:

	<u>LOCATION</u>	<u>BLDG. #</u>	<u>KEY</u>	<u>TYPE OF SYSTEM</u>	<u>TESTING FREQUENCY</u>	<u>YEAR 1 PRICE / MONTH</u>	<u>YEAR 2 PRICE / MONTH</u>	<u>YEAR 3 PRICE / MONTH</u>
6.1	MCSO - Avondale 900 E. Van Buren Avondale, AZ	0309	PK626	F.C.I.	Quarterly	<u>\$79</u>	<u>\$82</u>	<u>\$85</u>
6.2	MCDOT, Buckeye Yard 26449 West Highway 85 Buckeye, AZ	0406		Pyrotronics	Semi-annual	<u>\$124</u>	<u>\$129</u>	<u>\$134</u>
6.3	MCDOT - Chandler Yard 11320 Germann Rd. Chandler, AZ	1204		Simplex 4001	Quarterly	<u>\$98</u>	<u>\$102</u>	<u>\$106</u>
6.4	MCDOT Administration 2901 W. Durango Phoenix, AZ	1401	PK255	Thorn M-200 Notified APS 200	Quarterly	<u>\$319</u>	<u>\$332</u>	<u>\$345</u>
6.5	Flood Control Administration 2801 W. Durango Phoenix, AZ	1402	92209	Thorn M-200	Quarterly	<u>\$244</u>	<u>\$254</u>	<u>\$264</u>

SIEMENS BUILDING TECHNOLOGIES, 2330 W UNIVERSITY SUITE 10, TEMPE AZ 85281

	<u>LOCATION</u>	<u>BLDG. #</u>	<u>KEY</u>	<u>TYPE OF SYSTEM</u>	<u>TESTING FREQUENCY</u>	<u>YEAR 1 PRICE / MONTH</u>	<u>YEAR 2 PRICE / MONTH</u>	<u>YEAR 3 PRICE / MONTH</u>
6.6	MCSO - Estrella Jail 2939 W. Durango Phoenix, AZ	1403	B	(3) Simplex 4002 panels	Quarterly	<u>\$1,669</u>	<u>\$1,736</u>	<u>\$1,805</u>
6.7	Flood Control Operations 2801 W. Durango Phoenix, AZ	1404		Pyrotronics CP-400	Quarterly	<u>\$109</u>	<u>\$113</u>	<u>\$118</u>
6.8	MCDOT Operations 2919 W. Durango Phoenix, AZ	1405		Simplex 4001	Quarterly	<u>\$109</u>	<u>\$113</u>	<u>\$118</u>
6.9	MCDOT Warehouse 2222 S. 27th Ave. Phoenix, AZ	1408		Fast IRC-3	Quarterly	<u>\$319</u>	<u>\$332</u>	<u>\$345</u>
6.10	MCDOT Traffic Operations 2909 W. Durango Phoenix, AZ	1409	PK525	Thorn Fire Quest ST 200	Quarterly	<u>\$225</u>	<u>\$234</u>	<u>\$243</u>
6.11	Equipment Services/MCSO 3325 W. Durango Phoenix, AZ	1501	B	Simplex	Quarterly	<u>\$75</u>	<u>\$78</u>	<u>\$81</u>
6.12	MCSO - Durango Jail, All D-Cells 3225 W. Durango Phoenix, AZ	1601	PK625	Johnson 7000 Pyro CP35	Quarterly	<u>\$450</u>	<u>\$468</u>	<u>\$487</u>
6.13	MCSO - Durango Jail, Barrack A, House D-8 3225 W. Durango Phoenix, AZ	1620	B	Simplex	Quarterly	<u>\$450</u>	<u>\$468</u>	<u>\$487</u>
6.14	MCSO - Towers Jail, All PODS 3127 W. Durango Phoenix, AZ	1611	PK626	F.C.I.	Quarterly	<u>\$225</u>	<u>\$234</u>	<u>\$243</u>

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	<u>LOCATION</u>	<u>BLDG. #</u>	<u>KEY</u>	<u>TYPE OF SYSTEM</u>	<u>TESTING FREQUENCY</u>	<u>YEAR 1 PRICE / MONTH</u>	<u>YEAR 2 PRICE / MONTH</u>	<u>YEAR 3 PRICE / MONTH</u>
6.15	MCSO - Towers Jail, Con-Tents Building 3127 W. Durango Phoenix, AZ	1619	B	Simplex	Quarterly	<u>\$225</u>	<u>\$234</u>	<u>\$243</u>
6.16	Juvenile - Durango 3125 W. Durango Phoenix, AZ	1701	PK625 T-46	F.C.I. Pyro/Edwards	Quarterly	<u>\$638</u>	<u>\$663</u> <u>\$1,844.00</u>	<u>\$690</u> <u>\$1,871.00</u>
6.17	Parks & Recreation 3475 W. Durango Phoenix, AZ	1908	LLB06	AutoCall	Quarterly	<u>\$109</u>	<u>\$113</u>	<u>\$118</u>
6.18	Adult Probation 3355 W. Durango Phoenix, AZ	1915	PK626 B	F.C.I. Simplex	Quarterly	<u>\$ *</u>	<u>\$433</u>	<u>\$450</u>
6.19	Human Services/Public Defender 3335 W. Durango Phoenix, AZ	1920	LL806	AutoCall	Quarterly	<u>\$75</u>	<u>\$78</u>	<u>\$81</u>
6.20	Equipment Services - Surprise 16821 N. Dysart Rd. Surprise, AZ	2006	92209	Kitty	Semi-Annual	<u>\$75</u>	<u>\$78</u>	<u>\$81</u>
6.21	MCSO - Surprise Substation 13123 W. Bell Rd. Surprise, AZ	2021	CAT 46	Edwards	Quarterly	<u>\$124</u>	<u>\$129</u>	<u>\$134</u>
6.22	MCDOT - NW Office/Yard 12975 W. Bell Rd. Surprise, AZ	2025		IRC-3	Quarterly	<u>\$ *</u>	<u>\$219</u>	<u>\$228</u>
6.23	Gila Bend Justice Court/MCSO Substation 305 E. Pima Gila Bend, AZ	2201		F.C.I. 72	Quarterly	<u>\$113</u>	<u>\$117</u>	<u>\$122</u>

*** - no device counts provided for these buildings**

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	<u>LOCATION</u>	<u>BLDG. #</u>	<u>KEY</u>	<u>TYPE OF SYSTEM</u>	<u>TESTING FREQUENCY</u>	<u>YEAR 1 PRICE / MONTH</u>	<u>YEAR 2 PRICE / MONTH</u>	<u>YEAR 3 PRICE / MONTH</u>
6.24	Adult Probation - Glendale Office 6655 W. Glendale Ave., Phoenix, AZ				Quarterly	<u>\$544</u>	<u>\$566</u>	<u>\$588</u>
6.25	MCSO - Mesa Substation 1840 S. Lewis St. Mesa, AZ	2853		CMS-1000	Quarterly	<u>\$207</u>	<u>\$215</u>	<u>\$224</u>
6.26	SE Regional Facility 222 E. Javelina Mesa, AZ	2855		IFC 2020	Semi-Annual	<u>\$1,444</u>	<u>\$1,502</u>	<u>\$1,562</u>
6.27	Juvenile - Mesa 1810 S. Lewis St. Mesa, AZ	2856		Notifier 6000	Quarterly	<u>\$882</u>	<u>\$917</u>	<u>\$954</u>
6.28	Superior Court - West Court Building 111 S. 3rd Ave. Phoenix, AZ	3301	T-45	Pyro System 3	Semi-Annual	<u>\$469</u>	<u>\$488</u>	<u>\$507</u>
6.29	MCSO - First Avenue Jail 120 S. 1st Ave. Phoenix, AZ	3302	T-45	Pyro System 3	Quarterly	<u>\$450</u>	<u>\$468</u>	<u>\$487</u>
6.30	Superior Court - East Court Building 101 W. Jefferson St. Phoenix, AZ	3303	T-45	Pyro System 3	Semi-Annual	<u>\$675</u>	<u>\$702</u>	<u>\$730</u>
6.31	Supervisor's Auditorium 205 W. Jefferson St. Phoenix, AZ	3304	T-45	Pyro System 3	Semi-Annual	<u>\$57</u>	<u>\$59</u>	<u>\$62</u>
6.32	Superior Court - Central Court Building 201 W. Jefferson St. Phoenix, AZ	3305	T-45	Pyro XL-3	Semi-Annual	<u>\$1,632</u>	<u>\$1,697</u>	<u>\$1,765</u>

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	<u>LOCATION</u>	<u>BLDG. #</u>	<u>KEY</u>	<u>TYPE OF SYSTEM</u>	<u>TESTING FREQUENCY</u>	<u>YEAR 1 PRICE / MONTH</u>	<u>YEAR 2 PRICE / MONTH</u>	<u>YEAR 3 PRICE / MONTH</u>
6.33	Madison Street Parking Garage 101 W. Madison St. Phoenix, AZ	3308	T-45	Pyro System 3	Quarterly	<u>\$244</u>	<u>\$254</u>	<u>\$264</u>
6.34	MCSO - Madison Street Jail 225 W. Madison St. Phoenix, AZ	3309			Quarterly	\$4,790.00	\$4,981.58 \$3,212.00	\$5,852.00 \$3,273.00
6.35	Administration Building 301 W. Jefferson St. Phoenix, AZ	3310	B	system new 5/01; 2 yr. warranty Simplex	Semi-Annual	<u>\$769</u>	<u>\$800</u>	<u>\$832</u>
6.36	Facilities Management & Garage 401 W. Jefferson St. Phoenix, AZ	3311	T-45	Pyro System 3	Quarterly	<u>\$184</u>	<u>\$191</u>	<u>\$199</u>
6.37	Superior Court - Old Court House 125 W. Washington St. Phoenix, AZ	3401	T-45	Pyrotronics	Semi-Annual	<u>\$1,125</u>	<u>\$1,170</u>	<u>\$1,217</u>
6.38	Adult Probation 1022 E. Garfield Phoenix, AZ	3817		Kidde KDR 1000	Quarterly	<u>\$207</u>	<u>\$215</u>	<u>\$224</u>
6.39	Library 17811 N. 32nd St. Phoenix, AZ	3824	B	Simplex 4100	Quarterly	<u>\$488</u>	<u>\$507</u>	<u>\$528</u>
6.40	Adult Probation 3535 S. 7th St. Phoenix, AZ	3933		Simplex 4001	Quarterly	<u>\$ *</u>	\$254	\$264
6.41	Medical Examiner 120 S. 6th Ave. Phoenix, AZ	4013		Thorn AutoCall	Quarterly	<u>\$207</u>	<u>\$215</u>	<u>\$224</u>

* - no device counts provided for these buildings

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	<u>LOCATION</u>	<u>BLDG. #</u>	<u>KEY</u>	<u>TYPE OF SYSTEM</u>	<u>TESTING FREQUENCY</u>	<u>YEAR 1 PRICE / MONTH</u>	<u>YEAR 2 PRICE / MONTH</u>	<u>YEAR 3 PRICE / MONTH</u>
6.42	Northwest Justice Court 11601 N. 19th Ave. Phoenix, AZ	4126	17003	Miniscan	Quarterly	<u>\$102</u>	<u>\$106</u>	<u>\$110</u>
6.43	Wickenburg Justice Court/MCSO 155 N. Tegner Wickenburg, AZ	5804		IFC 1010	Quarterly	<u>\$469</u>	<u>\$488</u>	<u>\$507</u>
6.44	Materials Management/MCSO 320 W. Lincoln St. 319 W. Buchanan Phoenix, AZ	6202	B	ISC 1010 (Currently, this system is inoperable. Please provide cost should system be brought on-line) (Will not be part of the monthly maint. until brought on-line)	Quarterly	<u>\$357</u>	<u>\$371</u>	<u>\$386</u>
6.55	Clerk of the Court 500 S. 3rd Ave	6201		IFC 2020	Quarterly	<u>\$ ____ *</u>	<u>\$ ____ *</u>	<u>\$ ____ *</u>
* - no device counts provided for these buildings								
6.56	Public Health 1825 E Roosevelt Phoenix, AZ	3807		EST 3	Quarterly	<u>\$828</u>	<u>\$860</u>	<u>\$896</u>
6.57	Public Health Admin. 1845 E Roosevelt Phoenix, AZ	3808		EST 3	Quarterly	(6.57 same system as 6.56)		
6.58	Assessor 15023 N 75 th St. Scottsdale, AZ	4602		Harrington	Quarterly	<u>\$136</u>	<u>\$141</u>	<u>\$147</u>
6.59	Security Building 222/234 N. Central Ave. Phoenix, AZ	4157		Kidde	Quarterly	\$1,187.92	\$1,235.42	\$1,284.83
6.60	Security Building 222/234 N. Central Ave. 2 nd Floor Panel Phoenix, AZ	4157		Kidde	Quarterly	\$250	\$260	\$270.42

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	<u>LOCATION</u>	<u>BLDG. #</u>	<u>TYPE OF SYSTEM</u>	<u>TESTING FREQUENCY</u>	<u>YEAR 1 PRICE / MONTH</u>	<u>YEAR 2 PRICE / MONTH</u>	<u>YEAR 3 PRICE / MONTH</u>
6.61	MCSO – Estrella Support Bldg. 2939 W. Durango Phoenix, AZ	1411	Faraday	Quarterly	\$568	\$591	\$615
6.62	Auto-Dial Monitoring: Security Building 222/234 N. Central Ave. Phoenix, AZ	4157	---	---	\$31.25	\$31.25	\$31.25
6.63	SE Juevile Parking Garage 1840 S. Lewis Mesa, AZ	2860	---	Quarterly	\$285.83	\$297.25	\$309.17
6.64	Justice Court – Scottsdale 8230 E. Butherus Scottsdale, AZ	4608	---	Quarterly	\$335.16	\$348.58	\$362.50

LABOR CHARGES: All billable (non-maintenance) rates after the first hour shall be in increments of 1/4 hour. Service rates shall start when technician arrives on-site. More than one technician charge must be pre-approved by the County and duly annotated on invoice. Rates shall be charged based on the following criteria: An imaginary circular boundary with Facilities Management, 401 W. Jefferson St., Phoenix, AZ, as the center point, within a radius of twenty five (25) miles from this point, shall be considered the normal geographical service area, regardless as to where the technician is traveling from. Any services outside of the 25-mile radius shall be considered the outlying geographical service performed during business hours, vandalism, accidental damage to equipment, and items not covered under the monthly maintenance program: area. Labor, for service

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		<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>
6.45	NORMAL SERVICE AREA	\$ <u>90</u> /per hour	\$ <u>93</u> /per hour	\$ <u>97</u> /per hour
6.46	OUTLYING SERVICE AREA:	\$ <u>90</u> /per hour	\$ <u>93</u> /per hour	\$ <u>97</u> /per hour
	Labor, for service performed during after hours, vandalism, accidental damage to equipment, and items not covered under the monthly maintenance program:			
6.47	NORMAL SERVICE AREA	\$ <u>120</u> /per hour	\$ <u>125</u> /per hour	\$ <u>130</u> /per hour
6.48	OUTLYING SERVICE AREA:	\$ <u>120</u> /per hour	\$ <u>125</u> /per hour	\$ <u>130</u> /per hour
	Labor, for service performed during weekend and holiday hours, vandalism, accidental damage to equipment, and items not covered under the monthly maintenance program:			
6.49	NORMAL SERVICE AREA	\$ <u>166</u> /per hour	\$ <u>172</u> /per hour	\$ <u>179</u> /per hour
6.50	OUTLYING SERVICE AREA:	\$ <u>166</u> /per hour	\$ <u>172</u> /per hour	\$ <u>179</u> /per hour
6.51	Labor, for services outside the scope of contract (This labor rate shall apply to anything related or connected to base fire alarm service work but not covered by the specifications of the contract):			
		\$ <u>90</u> /per hour	\$ <u>93</u> /per hour	\$ <u>97</u> /per hour
6.52	Technical training for fire alarm systems: \$ <u>160</u> /per student, per 4-hour session (BUSINESS HOURS)			
6.53	Technical training for fire alarm systems: \$ <u>200</u> /per student, per 4-hour session (AFTER HOURS AND WEEKENDS)			
6.54	Fire alarm parts not covered under the maintenance program, cost plus <u>25</u> %			

CHARGES FOR ADDITIONAL DEVICES TO EXISTING BUILDINGS:

Should an existing building require additional new devices, the following price shall be used to compensate the vendor for such additional devices, and the cost per site readjusted. New buildings added shall be quoted separately.

6.63 \$2.33 /per device

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Terms:	2% 10, Net 30
Federal Tax ID Number:	13-2762488
Vendor Number:	132762488
Telephone Number:	(480) 829-7896
Fax Number:	(480) 829-6578
Contract Period:	To cover the period ending July 31, 2003.